

STATE MS.-DE SOTO CO.  
FILED

OCT 14 9 55 AM '03

BK 1848 PG 310  
W.E. DAVIS CH. CLK.

Prepared by Kimberly L. Brown  
 ABN AMRO Mortgage Group, Inc.  
 7159 Corklan Drive, Jacksonville, FL 32258

AFTER RECORDING RETURN TO:  
 DAVID OBATA  
 C/O LAW OFFICES OF DAVID J. STERN  
 801 S. UNIVERSITY DR, SUITE 500  
 PLANTATION, FL 33324

[Space Above This Line For Recording]

**LOAN MODIFICATION AGREEMENT**

FHA Case #281-1794650

AAMG Mortgage Loan #768734

This Loan Modification Agreement ("Agreement"), made this 29<sup>th</sup> day of August 2002, between James E. Brown, Jr. and wife, Judith Claire Davis, whose address is 905 Autumn Woods Drive Southhaven, Mississippi 38671 ("Borrowers") and State Street Bank and Trust Company whose address is P.O. Box 778 Boston, Massachusetts 02102 ("Lender"), amends and supplements (1) the Mortgage, Deed of Trust or Deed to Secure Debt (the "Security Instrument"), executed by Jimmy W. Edwards and Brenda S. Edwards to Great American Federal Savings and Loan Association in the original principal sum of \$68,404.00 dated May 31, 1988 filed June 3, 1988 in Book 439 Page 207 as assumed by James E. Brown, Jr. and Judith Claire Davis as assigned to State Street Bank and Trust Company by assignment filed in the Public Records of DeSoto County, Mississippi and (2) the Note bearing the same date as, and secured by, the Security Instrument, which covers the real and personal property described in the Security Instrument and defined therein as the "Property", 905 Autumn Woods Drive, Southhaven, Mississippi 38671 the real property described being set forth as follows:

**THE PROPERTY AS DESCRIBED IN THE MORTGAGE REFERRED TO HEREIN ABOVE**

In consideration of the mutual promises and agreements exchanged, the parties hereto agree as follows (notwithstanding anything to the contrary contained in the Note or Security Instrument):

As of October 1, 2002 the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. \$62,685.64, consisting of the amount(s) loaned to the Borrower by the Lender and interest capitalized to date in the amount of \$4,100.96.

The Borrower promises to pay the Unpaid Principal Balance, plus interest, to the order of the Lender.

Interest will be charged on the Unpaid Principal Balance at the yearly rate of 10.5% from September 1, 2002.

The Borrower promises to make monthly payments of principal and interest of U.S. \$591.87 beginning on October 1, 2002, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on September 1, 2027 (the "Maturity Date"), the Borrower still owes amounts under the Note and the Security Instrument, as amended by this Agreement, the Borrower will pay these amounts in full on the Maturity Date. The Borrower will make such payments at ABN AMRO Mortgage Group, Inc., 7159 Corklan Drive, Jacksonville, FL 32258 or at such other place as the Lender may require.

If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in the Borrower is sold or transferred and the Borrower is not a natural person) without the Lender's prior written consent, the Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. If the Lender exercises this option, the Lender shall give the Borrower notice of acceleration. The Notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which the Borrower must pay all sums secured by this Security Instrument. If the Borrower fails to pay these sums prior to the expiration of this period, the Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on the Borrower.

The Borrower also will comply with all other covenants, agreements, and requirements of the Security Instrument, including without limitation, the Borrower's covenants and agreements to make all payments of taxes, insurance premiums, assessments, escrow items, impounds, and all other payments that the Borrower is obligated to make under the Security Instrument; however, the following terms and provisions are forever canceled, null and void, as of the date specified in paragraph No. 1 above:

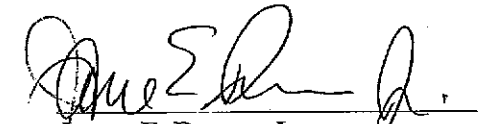
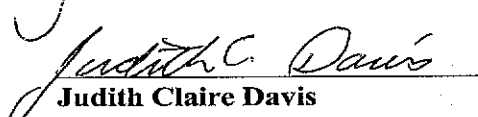
- (a) all terms and provisions of the Note and Security Instrument (if any) providing for, implementing, or relating to any change or adjustment in the rate of interest payable under the Note; and
- (b) all terms and provisions of any adjustable rate rider or other instrument or document that is affixed to, wholly or partially incorporated into, or is part of, the Note or Security Instrument and that contains any such terms and provisions as those referred to in (a) above.

AMIC Loan No. 768734  
Modification Agreement Page Two

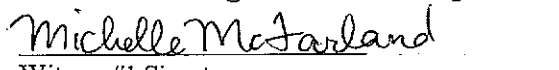
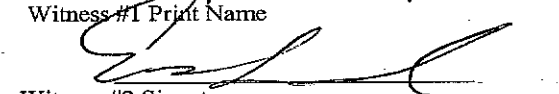
Nothing in this Agreement shall be understood or construed to be a satisfaction or release in whole or in part of the Note and Security Instrument. Except as otherwise specifically provided in this Agreement, the Note and Security Instrument will remain unchanged, and the Borrower and Lender will be bound by, and comply with, all of the terms and provisions thereof, as amended by this Agreement.

[Space Below This Line For Acknowledgments]

### Borrower's Acknowledgment

  
James E. Brown, Jr.  
  
Judith Claire Davis

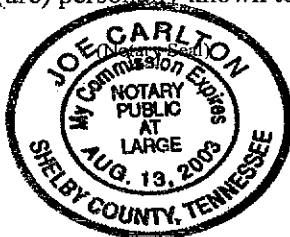
### Two Witness Signatures Are Required

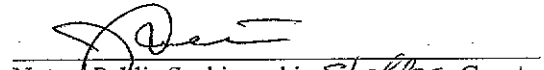
  
Witness #1 Signature  
Michelle McFarland  
Witness #1 Print Name  
  
Witness #2 Signature  
ERIC LANGE  
Witness #2 Print Name

STATE OF MISSISSIPPI  
COUNTY OF DESOTO

The foregoing instrument was acknowledged before me this 12 day of Sept., 2002 by James E. Brown, Jr. and Judith Claire Davis, who produced MSDL # SS# as identification or who is (are) personally known to me.

Date 9/12/02



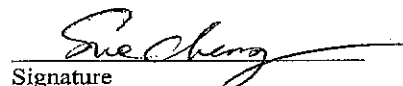

  
Notary Public Seal issued in Shelby County  
Print Name: JOE CARLTON  
My Commission Expires: 8/13/03

### Lender's Acknowledgment

State Street Bank and Trust Company as Trustee

By:   
BRIAN P. O'CONNOR  
Its: Assistant Vice President  
(Corporate Seal)

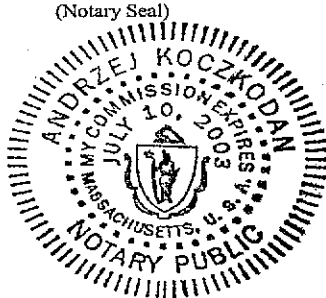
Witness:

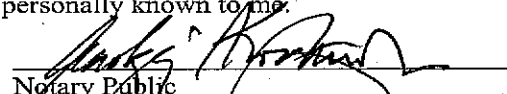
  
Signature  
Sue Chen  
Print Name  
  
Signature  
Nora Boyle  
Print Name

STATE OF ~~FLORIDA~~ Massachusetts  
COUNTY OF ~~DEVAL~~ Suffolk

The foregoing instrument was acknowledged before me this 25<sup>TH</sup> day of NOVEMBER, 2002 by BRIAN P. O'CONNOR, as Assistant Vice President of State Street Bank and Trust Company who produced self as identification or who is personally known to me.

Date 11/25/2002



  
Notary Public  
Print Name: ANDRZEJ KOZKODAN  
My Commission Expires: 7/10/2003

## EXHIBIT "A"

THE LAND LYING AND BEING SITUATED IN DESOTO  
COUNTY, MISSISSIPPI, MORE PARTICULARLY  
DESCRIBED AS FOLLOWS, TO-WIT:

LOT 13, AUTUMN WOODS SUBDIVISION, IN SECTION  
19, TOWNSHIP 1 SOUTH, RANGE 7 WEST, DESOTO  
COUNTY, MISSISSIPPI, AS SHOWN ON PLAT OF RECORD  
IN PLAT BOOK 27, PAGES 40-41, IN THE OFFICE OF  
THE CHANCERY CLERK OF DESOTO COUNTY,  
MISSISSIPPI, AND BEING THE SAME PROPERTY  
CONVEYED BY THE GRANTORS BY WARRANTY DEED OF  
RECORD IN DEED BOOK 288, PAGE 27, IN SAID  
CLERK'S OFFICE.